

CSPAY TERMS AND CONDITIONS OF USE

CSPay Limited (“CSPAY”) provides an order book exchange platform for sale or purchase of certain supported digital currencies, like Bitcoin or Ethereum (“Digital Currency”) (each an “Order Book”) for its users (the “CSPay Services”) through <https://www.CSPay.io/> (the “Site”). This is a contract between you and CSPay. References in this Agreement to “CSPay”, “we”, “our” or “us”, is to CSPay Limited and references to “users”, “members”, “you” or “your” are to the person with whom CSPay enters into this Agreement.

By signing up to use an account through <https://www.CSPay.io/>, or any of our associated websites, APIs, mobile applications, or any devices or services provided by any other third party. (collectively the “CSPay Site”), you agree that you have read, understood, and accept all of the terms and conditions contained in this Agreement, as well as our Privacy Policy and The Risk Disclosure and Disclaimer.

CSPay reserves the right to update these Terms of Use at any time. These Terms of Use may be amended, changed, or updated by CSPay at any time and CSPay will notify you of the changes so you may decide whether to continue accessing or using CSPay services or this site pursuant to the subsequent versions of these Terms of Use after the effective date of any amendments, changes, or updates, if you do not agree to any subsequent amendments, changes, or updates, you may still access your records and your balance, but you will not be able to use any other CSPay services and other functions of this site, including but not limited to deposit, withdrawal, orders and trades. Therefore, please contact CSPay customer service so that your termination of use of this site can be properly processed.

You agree that by registering for an account on CSPAY website (the “Site”) or by otherwise accessing the Site, you have read, understood and agree to comply with the terms and conditions of use (the “Terms”) set forth below. CSPAY reserves the rights to update, modify, and supplement the Terms from time to time. You shall read the Terms thoroughly prior to registering an account on the Site or accessing our services, and review the update announcement of the Terms on a regular basis. If you disagree with these Terms, CSPAY's right to modification, or if the Terms is partially or completely excluded by the applicable laws in your jurisdiction, please do not access our services.

CSPAY in the Terms refers to the owner, also known as CSPAY, including but not limited to its shareholders, board of directors, investors, employees or affiliates. CSPAY can also mean the services, websites, contents and other information provided by CSPAY.

The Site allows the buyers and sellers to trade “Bitcoin” or other virtual digital currency, and the services provided by the Site from time to time (the “Service”).

By registering for an account or accessing the service of the Site (the “Service”), you represent and warrant that:

1. You are an individual, a legal person or another entity with full capacity and you have accepted the Terms in accordance with the applicable laws. If you do not meet such qualification, you and your legal representative shall take all responsibilities for all consequences arising thereof. CSPAY reserves the right to delete or permanently freeze your account and claim compensation for damages, including but not limited to attorneys' fees, against you and your legal representative;
2. Pursuant to applicable laws, you have the right to use the Service;
3. Your account has not previously been suspended or removed from the Site;
4. You own all virtual digital currency used by you on this Site or you have been authorized to conduct the virtual digital currency transactions;
5. You have all necessary consents and authorizations to carry out all transactions initiated from your account;
6. Any information you submit to the Site is true and complete, and will be updated at the request of CSPAY
7. To the extent allowed by law, you allow us to use your information for the purpose of law enforcement measures or legal compliance to facilitate the operation of this Site
8. You do not intend on using the Site (including the Service and the account on the Site) for any illegal purpose, such as illegal gambling, money-laundering, fraud, blackmail, funding terrorism, and you will not engage in misconduct that may cause damage to CSPAY's reputation.
9. You will abide by relevant ROC laws and any international practices relating to the use of Internet, and will not carry out any conduct to infringe others' rights while using the Site.
10. You are obligated to confirm the applicable laws for the virtual digital currency transactions you are involved in, including but not limited to the relevant laws and regulations regarding anti-money laundering, securities and taxation;
11. If you violate any applicable laws, you shall be solely liable for any liabilities. If CSPAY suffers any loss or damage resulting from the following, CSPAY may claim compensation against you for such loss and damage, including but not limited to litigation expense, attorneys' fee and the loss of goodwill):

- (1) Your violation of the Terms;
- (2) Your use or misuse of the Site or the Service;
- (3) Your violation of any applicable laws.

If any suspicious activity is detected in the Service or account you accessed into on the Site, CSPAY may request additional information from you (including verification documents) and may freeze, cancel or terminate any transaction or your account on the Site, and will be subject to review by CSPAY. It is your obligation to satisfy the foregoing security requirements, or accept the suspension or termination imposed by the Site. In the event of any unauthorized use of the account or password on the Site, please inform CSPAY by emailing support@Cspay.io.

Prior to your using the Site or an account on the Site, CSPAY may request your personal information to verify your identification, and may further request you

provide such information for our partners, banks in cooperative relationships, or establish an account in such banks to comply with our Know Your Customer(KYC) and anti money laundering policy.

If any holder of account on the Site (“Member”) violates any provision in the Terms, his or her account, and the Service on the Site is likely to be frozen, canceled or terminated, and the Member will be held liable for damages to CSPAY, other users or members’ loss.

Eligibility

You must have attained the age of 18 and must be of full legal capacity under the laws applicable to you to access and use CSPay Services and this Site.

Your eligibility to access to CSPay Service and this Site also depends on the country in which you reside. The list of CSPay Service and this Site can be found at "CSPay is not available in countries below."

By activating or accessing to CSPay Services and this Site, it is deemed that you agree to these Terms of Use and bear all legal and financial responsibility and liability for the activities or actions under your account. If you are a minor or a person of limited legal capacity, please do not access to or use CSPay Services and this Site, otherwise you and your parents or legal guardian shall be responsible for all legal and financial responsibility and liabilities resulting therefrom, and CSPay shall have the right to claim against you and your parents or legal guardian for damages caused to CSPay as a result of such access or use. In addition, CSPay shall have the right to suspend, cancel, or terminate your user account and may block transactions or freeze funds under your user account. If you have accessed to or used CSPay Services and this Site when you are still a minor or a person of limited legal capacity, your non-termination or continued access to or use of CSPay Services and this Site after you become a major or attain full legal capacity shall automatically constitute your agreement to all Terms of Use of this Site.

Terms in connection with Over-the-Counter (“OTC”) Trading Services

In relation to any Over-the-Counter (“OTC”) transactions, including without limitation trading of BTC which listed on the CSPay, entered or to be entered into by member, member acknowledges and agrees that:

1. CSPay does not guarantee the settlement of such OTC transactions;
2. member’s orders may be partially executed or not executed at all;
3. in the event that member in selling any digital currencies fail to deliver such digital currencies, members are entitled to purchase in the market and/or any other counterparty (at the prevailing market price) the relevant digital currencies required for delivery in respect of such sale effected for member in order to complete the settlement of the relevant transaction. Member shall bear all losses arising out of or in connection with such transaction;
4. in the event that (1) members buy digital currencies from a seller and such seller fails to deliver the relevant digital currencies and (2) the purchase of the relevant digital currencies cannot be effected or members are in their absolute discretion determines not to purchase the relevant digital currencies pursuant to the clause 3, member will not be entitled to obtain the relevant digital currencies

at the matched price and shall only be entitled to receive the money paid for the purchase of the relevant digital currencies.

5. before the purchase of any digital currencies, unless otherwise agreed, members undertake to pay an initial deposit in the amount of not less than 100% of the purchase consideration.

6. in the event that member as buyer in buying any digital currencies, should member fail to deposit the necessary settlement amount, member as seller are entitled to sell any and all digital currencies or collateral held in member's Account. However, if member is the seller under such transaction and such transaction cannot be settled, member shall only be entitled to the relevant digital currencies but not the sale proceeds of the relevant digital currencies; and

7. without prejudice to the above, member shall bear his own losses or expenses and shall be responsible to member for any losses and expense resulting from member and/or member counterparty's settlement failures.

8. All OTC transaction in relation to BTC shall subject to CSpay's 48 hours approval process. Only successful OTC transaction of BTC shall proceed to the BTC Cash-Out Services which shall subject to further conditions.

9. Buy BTC via OTC Services shall subject to the appended rules:

	Payment Method	Currency	Transaction Fee	Buy Limit	Time to receive
1	FPS (HK)	HKD	0%	HK\$2,000 to HK\$100,000	T+2
2	Alipay (HK)	HKD			
3	Wechat Pay (HK)	HKD			
4	Alipay (China)	RMB		RMB2,000 to RMB50,000	
5	Wechat Pay (China)	RMB			
6	Line Pay (Japan)	JPY		JPY100,000 to JPY5,000,000	
7	Kakao Pay (Korea)	Won		KRW100,000 to KRW 30,000,000	

10. Buy BTC OTC Services' Operating Hours

Opening Hours for Buy BTC OTC Services shall provide as follow:

Date	Opening Hours
Monday to Saturday	09:00 – 21:00 (Hong Kong Time)

All Buy BTC OTC Services will be closed on the public holidays of Hong Kong.

11. Final exchange rate of BTC shall subject to the mark-to-market rate which shall base on the uploading time of payment receipt provided by the user. User further agrees and acknowledges that the final received amount of BTC shall subject to change based on the final mark-to-market rate of BTC.

Terms in connection with BTC Cash-Out Services

Withdrawal of Funds (Sales Proceeds of BTC)

(1) Funds Withdrawal method. The withdrawal method varies depending on the country where User's account is registered. User may withdraw funds in accordance with the method available in such country. Members shall select one of the following options before placing any BTC Cash-Out Request:

	Withdrawal to	Withdrawal Currency	Withdrawal Fee	Withdrawal amount Limit	Time to receive
1	Designated Money Exchange Store [Hong Kong / Japan (Tokyo)]	HKD (HK) or JPY (Japan)	0.967795%	<u>HKD</u> HK\$2,000 to HK\$100,000	T+2
2	Designated and Pre-Approved FX Pre-Paid Debit Card of Member	HKD / JPY		<u>JPY</u> ¥100,000 to ¥5,000,000	
3	Designated and Pre-registered HK Bank Account of Member	HKD only			

When user opts to withdraw fund to designated money exchange, user shall collect such payment within 10 days from the first available date for payment collection. Please note that your deposit of Fiat Currency with the designated money exchange shall bear no interest. If User failed to collect the sales proceeds as instructed, user acknowledges and agrees to further compile the policy and rules imposed by such designated money exchange. User further agrees that CSpay accepts no liability for any loss or damage arising directly or indirectly from the BTC Cash-Out executed and/or involved any third party.

(2) Withdrawal limit. The withdrawal limit depends on the degree of authentication of the User's account. CSpay may impose restrictions on the User's ability to withdraw funds until such User provides CSpay with any necessary information requested by CSpay. If any withdrawal limit is set it will displayed on the screen after such User logs in to his/her account. Further, in the case of any withdrawal of funds where the amount exceeds past observed levels, CSpay may delay such withdrawal while CSpay conducts a risk screening.

Execution of BTC Cash-Out Payment

Cash-Out Payment limit. CSpay may at its own discretion set the BTC cash-out payment limit available through the Services.

BTC Cash-Out Services' Operating Hours

Opening Hours for BTC Cash-Out Services shall provide as follow:

Date	Opening Hours
Monday to Saturday	09:00 – 17:00 (Hong Kong Time)

All BTC Cash-Out Services will be closed on the public holidays of Hong Kong.

Member Conduct

You agree not to use the CSPay Services and this Site to:

upload, post, transmit, distribute or otherwise make available any Content that is illegal, offensive, threatening, abusive, harassing, pornographic, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable;

promote discrimination, racism, hatred, harassment or harm against any person or group;

impersonate any other third party or falsely state or otherwise misrepresent your affiliation with any other third party;

upload, post, transmit, distribute or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

upload, post, transmit, distribute or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any other third party;

upload, post, transmit, distribute or otherwise make available any unsolicited or unauthorized advertising, promotional materials, spam, pyramid schemes, or any other form of solicitation;

upload, post, transmit, disseminate or otherwise make available any material that contains software viruses, malicious software, programs, worm or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

disobey, violate or ignore any code of conducts, requirements, procedures, policies or regulations of CSPay Services and this Site to the extent applicable to you;

intentionally or unintentionally violate or encourage any conduct that would violate any applicable local, state, national or international law;

promote, encourage or engage in terrorism violence or financial contribution to terrorist;

stalk or otherwise harass other users of CSPay Services and this Site;

collect or store personal data about other users of CSPay Services and this Site without their prior express consent or permission; and

encourage, enable or assist any other third party to do any of the foregoing.

You acknowledge, consent and agree that CSPay may access, preserve or disclose your CSPay Account information and Content if required to do so by applicable laws or in a good faith belief that such access, preservation or disclosure is reasonably necessary to:

comply with legal process;

enforce or administer these Terms of Use or other agreements between you and CSPay, including investigation into any potential violation of these Terms of Use or association with any Prohibited Use;

comply with the request from law enforcement, tax authority or other government body;

respond to your requests for customer service;

detect, prevent, or otherwise address fraud, security or technical issues; or

protect the rights, property or personal safety of CSPay, the users of CSPay Services and this Site and the public.

For the purpose of these Terms of Use, "Content" means all information, data, profile, text, link, software, photographs, graphics, video, messages, tags, information or other materials available on CSPay Services and this Site, including but not limited to those posted, uploaded, shared, submitted or made by you or other users of CSPay Services and this Site.

Risk

There is risk in transactions involving all kinds of virtual digital currency. The price of virtual digital currency may fluctuate at any time, and your assets could decrease or increase with such fluctuation. The price fluctuation may turn such currency worthless; therefore, you should bear the risk of loss of value by buying and selling virtual digital currency.

Bitcoin or any other virtual digital currency are not fiat currencies of any country worldwide, and its store of value function and participants' trust and engagement are what grant virtual digital currency with value. When trading virtual digital currency, please be aware that the value of such currency is subject to drastic fluctuation. The value of such currency could ascend substantially or plummet to zero. There is no guarantee anyone would accept virtual digital currency as payment in exchange for commodity or service. Such currency is not supported by any government, and furthermore, could be prohibited by law by any government. Therefore, the risk of holding virtual digital currency could be higher than that of any other assets or commodities.

Unseen or uncertain risks may exist aside from the Terms. You should evaluate your own financial condition and risk tolerance to determine whether you should engage in virtual digital currency transaction. By registering an account on the Site, it indicates that you have obtained professional opinion, market sophistication or experience to cautiously evaluate the risk of digital currency transaction. You agree and completely understand the relevant risk and considerations, and will be fully responsible for your own loss or damages in trading virtual digital currency. Ultimately, you agree to waive and relinquish your right and remedy against CSPAY.

You acknowledge that blockchain technology underlying tokens is subject to change at any times, and blockchain networks may go offline for any reason. Such changes may materially and adversely affect the value or function of the tokens. You agree that you are fully responsible for monitoring such changes and agree to bear all risks arising therefrom or relating thereto and CSPAY has no liabilities for such changes.

You acknowledge that CSPAY's data reservation and user verification procedures may change at any time as required by law or according to the latest industry practice. We may not give notices for such changes.

Risk Disclosure of Trading Through the Over-the-Counter ("OTC") Trading

Services

You should only undertake trading through the Over-the-Counter (“OTC”) trading services provided by us you understand the nature of such trading and such trading services and the extent of your exposure to risks. By trading through the OTC trading services provided by us, you are exposed to the credit, settlement and other risks of the counterparty to the relevant OTC transactions, including (but not limited to) transactions of Digital Currencies. Settlement of the relevant transaction is not guaranteed and you will be responsible for any losses or expenses resulting from your and/or your counterparty’s settlement failures.

Trades executed through the OTC trading services provided by us may be cancelled and void. Furthermore, your order may only be partially executed, or not at all, as a result of the lower liquidity in trading on the OTC trading market through the OTC trading services provided by us as compared to regular market hours of the Exchange. There may also be greater volatility in trading through the OTC trading services provided by us than in regular market hours of the Exchange. The lower liquidity and higher volatility in trading through the OTC trading services provided by us may then result in wider than normal spreads for a particular type of Digital Currencies.

The prices of Digital Currencies traded through the OTC trading services provided by us may differ significantly from their opening or traded prices transacted during the regular market hours upon the listing of the Digital Currencies on the Exchange. The prices quoted by us for the OTC trading services may not reflect the prices in other concurrently operating automated trading systems/OTC market dealing in the same Digital Currencies. Similarly, important financial information is often announced outside regular market hours. In trading through the OTC trading services by us, these announcements may occur during trading and may cause an exaggerated and unsustainable effect on the price of a particular type of Digital Currencies.

In particular, the OTC market is not regulated. You should therefore carefully consider whether such trading is appropriate for yourself in the light of your experience, risk profile and other relevant circumstances and seek independent professional advice if you are in doubt.

You confirm that you have read the terms and risks disclosure of the OTC trading services and have considered all the risks involved in using the OTC trading services, which have been explained to you in a language that you understand. You hereby agree and accept the terms and risks in relation to the over the counter transaction.

Limited License

CSPAY grants you a limited, nonexclusive, nontransferable license to access and use the Site; however, CSPAY reserves the right to transfer all its rights, interests or obligations under these Terms to any person and these Terms shall continue to be in force and effect for the benefit of the successors and assigns of CSPAY.

You may access and use the Site solely for the intended functions of the Service

and other approved purposes as expressly permitted by CSPAY. Any other use of the Site is expressly prohibited. When using the Site, you agree not to:

- (1) Attack the Site or decompile, reverse engineer, disassemble or decrypt the Site, or attempt to derive the source code of the Site;
- (2) Make any modification, adaptation, improvement, enhancement, translation, or derivative work to or from the Site;
- (3) Violate any applicable laws, rules or regulations;
- (4) Remove, alter, or obscure any proprietary notice of CSPAY, its suppliers, partners, or licensors;
- (5) Use the Site for any other purpose for which it is not designed or intended;
- (6) Make the Site available over a network, or otherwise permitting access to or use thereof by multiple users at the same time;
- (7) Use the Site to send automated queries or commercial advertisements;
- (8) Make any unauthorized use of proprietary information or intellectual property of CSPAY.

User Code of Conduct

When using or accessing the Site, you agree not to:

- (1) Gain or attempt to gain, unauthorized access to the Site, accounts of other users or any other component of the Service;
- (2) Use or attempt to use a web crawler on the Site;
- (3) Cause a disproportionately large traffic on our infrastructure; or
- (4) Upload any material on the Site that contains computer viruses, Trojan horses or worms.

Deposits; Withdrawals; Orders; Trades and Fees

Deposits

You may fund your CSPay Account by depositing Digital Currency from your Digital Currency Wallet and digital currency wallets that are provided by services providers other than CSPAY ("External Digital Currency Wallets"). To withdraw Online Balance of BTC associated with your CSPay Account, you must link your bank account to your CSPay Account, and such linked bank account must first be verified by CSPay and/or its services providers. Upon the completion of such verification, you may withdraw your Online Balance of BTC associated with your CSPay Account for the using of OTC and BTC Cash-Out services.

Withdrawals

Subject to these Terms of Use, you may withdraw Digital Currency from your CSPay Account by transfer to your Digital Currency Wallet and/or External Digital Currency Wallets. Additional transaction fees apply when you withdraw Digital Currency to External Digital Currency Wallets.

Orders

Your CSPay Account allows you to place an order for Digital Currency at a specified price in a Digital Currency ("Order"). You must have sufficient balance of Digital Currency in your Digital Currency Wallet and Online Balance to cover the total value of the Order plus any applicable fees. Your valid Orders will be immediately place on the relevant Order Book, and will be eligible to be matched

with corresponding Order(s) place by other CSPay users, at the relevant price and on a first-in-time priority basis.

Trades

When an Order is matched, in part or in full, to one or more corresponding Orders, one or more trades (“Trades”) are executed. CSPay immediately settles each Trade by transferring digital funds between the trading counterparties’ CSPay Accounts. Except as otherwise set forth herein, all Trades are final, and fees paid to CSPay are non-refundable. CSPay reserves the right to cancel Orders and/or reverse Trades in the following circumstances:

Orders or Trades which we believe constitute an abusive use of the platform, for example, market manipulation.

Orders or Trades which are caused by or manifest an obvious error with respect to price, quantity, or other matters (“Error Transaction”).

If required or requested by any applicable law or regulation or government authority.

To restrict trade size or frequency or limit API use which, in our sole discretion. You hereby release us from all liability in relation to any action taken by us under this section.

Fees

By placing an Order on a CSPay Order Book, you agree to pay all applicable fees and any amount payable and you agree and authorize CSPay to AUTOMATICALLY deduct fees and any amount payable directly from your Digital Currency Wallet and/or the digital funds in your Online Balance. CSPay also charges a fee on deposit or withdrawal. All fees and amount payable will be clearly displayed in your CSPay Account and the fee schedules, and such fee schedules may be amended, changed, or updated by CSPay at any time and without prior notice to you. The fee schedules displayed at the time of placing an Order or execution of a Trade shall be final and binding upon you and the trading counterparties.

You are responsible to ensure that any destination address for digital currency shall correspond to the same type of digital currency wallet address. CSPay does not support digital currency transactions that are received from an incorrect or different digital currency that the wallet address is intended to receive; for example, sending bitcoin cash (bch) to bitcoin (btc) addresses, sending ethereum classic (etc) to ethereum (eth) addresses, or sending litecoin (ltc) to bitcoin (btc) addresses. To the maximum extent permitted by law, CSPay does not refund missing deposits and shall not be liable for any damage or loss arising out of or in relation to sending digital currencies to wrong addresses. CSPay does not support every fork and the tokens created or split from such fork. If you intend to receive created or split tokens, please move your digital currencies to other service providers that support forks before forks take place. If CSPay were to assist on missing deposit that is the result of your violation of this section to you, you shall pay CSPay for the cost and expenses incurred arising out of searching such missing deposits, even if the value of the cost and expenses may be higher than the value of missing deposits themselves.

Ownership; Grant; Restrictions on Grant

You acknowledge and agree that CSPay hereby grants you a limited, non-transferable and non-exclusive license, subject to these Terms of Use, to access and use CSPay Services, the Content, and this Site solely for your personal

and non-commercial purposes and that CSPay retains ownership of all right, title and interest to CSPay Services, the Content, and this Site, and the intellectual property rights therein and thereto (including without limitation, all patent rights, design rights, copyrights, trademarks and trade secret rights) subject to the license granted in this Article. You acknowledge and agree that, CSPay may, based on factors such as operating cost, marketplace, and the security of transaction set and adjust the minimum amount and maximum amount for use of any or all CSPay Services, and charge transaction fees as a result thereof.

This Site (including, without limitation, the Content) may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. You should verify all information before relying on it, and all decisions based on information contained on this Site are your sole responsibility and we shall have no liability for such decisions. You acknowledge and agree that CSPay is not responsible for any information, content, or services contained in any third-party materials or on any third party sites.

Except as otherwise specifically permitted under these Terms of Use, you may not:

copy, imitate, develop or reproduce CSPay Services, this Site, or the Content, including without limitation the model, design, interface, appearance and layout; create any derivative works of any CSPay Services, this Site, or the Content, including without limitation the model, design, interface, appearance and layout; reverse engineer, decompile, or disassemble or otherwise attempt to derive the source code for any part of CSPay Services and this Site;

disseminate malicious software, programs, virus, worm or in other manner that destroys or crash CSPay Services and this Site;

distribute, transfer, sell, rent, lease, sublicense, or grant your CSPay Account to any other third party;

copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Content, in whole or in part;

remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in CSPay Services and this Site;

use, access or tamper with non-public areas of CSPay Services and this Site, CSPay's computer systems, or the technical delivery systems of CSPay's providers;

probe, scan, or test the vulnerability of any CSPay system or network or breach or circumvent any security or authentication measures;

access or search CSPay Services and this Site or download Content from CSPay Services and this Site by any means (automated or otherwise) other than through the currently available interfaces that are provided by CSPay (and only pursuant to those terms and conditions) or other generally available third party web browsers;

forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the CSPay Services and this Site to send altered, deceptive or false source-identifying information;

avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by CSPay or any of CSPay's providers or

any other third party (including another user) to protect CSPay Services and this Site or Content; or interfere with or disrupt (or attempt to do so) the operation of CSPay Services and this Site, the access of any user, host or network by any means or interfere with or create an undue burden on the CSPay Services and this Site.

In connection with your use of the CSPay Services and this Site, and your interactions with other users, and third parties you agree and represent you will not engage in any action or activity as set forth in Article Ownership; Grant; Restrictions on Grant and Member Conduct herein (collectively "Prohibited Use"). CSPay reserves the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, sanctions programs, legal process or governmental request.

CSPay reserves the right to cancel and/or suspend your CSPay Account and/or block transactions or freeze funds immediately if CSPay determines, in our sole discretion, that your user account is associated with any Prohibited Use or is on suspicion of violation of these Terms of Use or any Anti-Fraud, Anti-Money Laundering and Counter-Terrorist Policies. Suspension, cancellation, or termination of your CSPay Account shall not affect the payment of fees or other amounts you owe to CSPay. In the event that your CSPay Account is suspended, cancelled, or terminated, we will immediately cancel all open Orders associated with your CSPay Account, block all withdrawals and bar the placing of further Orders.

Intellectual Property Protection

Software, program and content used or displayed on the Site, including but not limited to publication, image, file, information, data, structure of the Site, website layout, and website design are owned by CSPAY or others which are protected by intellectual property and applicable laws including but not limited to trademark, patent, copyright, and trade secret. No one can use, modify, reproduce, broadcast, create derivative work, publicly display and distribute, publish, disassemble and decode without proper authorization. If you wish to use the aforesaid software, program or website content, you are required to obtain prior written notice from the Site or others. You will be held liable for damages to CSPAY (including but not limited to attorney's fee) in the event you violate such stipulation.

When a member uploads content to our Site (including but not limited to copyright, trademark or other contents), he or she gives a free license to CSPAY to use such content for the purpose of operating our Site and providing Service. Member shall guarantee all contents posted or uploaded to the Site do not infringe any third party's copyright, trademark and other rights or interest. If such infringement takes place, the member shall be responsible for all civil and criminal liability, and CSPAY shall be held harmless and fully indemnified; if any loss occurs to CSPAY, the member shall also be liable for damages to CSPAY (including but not limited to attorneys' fee). If any third party informs CSPAY of the foregoing right infringement, CSPAY may remove the content in dispute.

Account Management

The Site provides an online platform as a trading venue for virtual digital currency transaction between buyer and seller. CSPAY is not a party to the contract of such transaction or any other contract between buyer and seller, and CSPAY bears no legal liability for these contracts. Both parties shall take full responsibility arising from their contract and information regarding the publication of their trade. CSPAY is not involved in any members' transaction, and does not guarantee or otherwise acquiesce to guarantee any performance of such transaction. In the event disputes arise between buyers and sellers, please resolve the matter by yourself; CSPAY will not be involved in such disputes. However, if CSPAY receives complaints or obtains any knowledge regarding any members involved in fraud, transaction disputes or illegal misconduct, CSPAY has the right to adopt necessary measures to protect the rights of members and its own rights as well. CSPAY can screen out members and information or content provided by members. CSPAY reserves the right to remove any content or information you provide to the Site. CSPAY does not ensure members will be able to consummate transactions.

CSPAY is highly concerned about the security of the Site and our Service. By registering on CSPAY website, you agree to provide your latest and accurate personal information, and also agree to continue to update such information. You acknowledge you will not allow any others access into your account on the Site at any time.

In the event you establish or access into an account without using the interfCSPAY provided by CSPAY, your account, Service, and transaction will be immediately suspended. Any intent to or assistance in carrying out misconduct by using an account, whether by using instruction manuals, software or tools will also result in termination of such account. Apart from terminating such account, CSPAY may also take further actions to counter such violation.

You are also responsible for the maintenance of the security of your account information, including your password and transaction record. You shall ensure the safety and confidentiality of your login credential, and prevent any unauthorized access to your account. If we learn of any suspicious activity in your account, we will freeze your account, and may request additional information from you, including verification documents, for our further procedures. You are obligated to comply with such safety requests and agree for us to freeze your account. If you learn of any unauthorized use of your account or password, or violation of confidentiality agreement, please inform CSPAY via email support@Cspay.io. Any member who violates such rules is subject to termination of the account, and bears the damages and legal liability to CSPAY or any user of the Site.

You agree and acknowledge you will not carry out any forms of criminal conduct by using the Service, including but not limited to money laundering, illegal gambling, financing terrorism or malicious hacking activity.

You can terminate the agreement with CSPAY, close your account, and complete any unfinished transactions any time you wish.

You agree CSPAY has the right to terminate your use of the Service, and close your account on the Site promptly following the occurrence of any matter set forth below,

1. Trying or assisting others to access other members' account on the Site without authorization;
2. Having registered two or more than two accounts simultaneously, or providing account for third party's use with or without compensation;
3. Making changes, deleting or demolishing data, content and equipment on the Site or causing adverse effect on the Site's business operation by using robot account or other method.
4. Modifying, deleting or collecting others' personal information without authorization by taking advantage of any existing defect of the Site, sabotaging or trespassing the security system.
5. Carrying out unlawful misconduct, including money laundering, illegal gambling, financing terrorism or other criminal activity.
6. Violation of the terms and conditions of use.
7. Defaulting on payment or conducting fraudulent transaction.
8. Difficulties in operation.

Once CSPAY takes legal action at the request of any governmental authority or pursuant to the law, the matter shall be determined at CSPAY's sole discretion.

You further agree that CSPAY can terminate or suspend access to your account and the Site any time upon its sole discretion. If CSPAY reckons that any member may cause any legal liability, or any member's conduct does not conform to the purpose of the Site (CSPAY has sole discretion on this matter) it can exclude such member from the site by taking legal or technical measures. CSPAY shall not be held liable for unilaterally suspending member's account or restricting member's access to the Site to any member or third party. Such suspension or restriction shall not affect the accounts payable accrued in past transaction or settlement of existing transaction. While your account is terminated or suspended, CSPAY has the right to cancel or suspend ongoing transactions in such account, and CSPAY shall not be held liable for any loss or damages arising from such cancellation or suspension.

Complaints and Resolution

Members may utilize the complaint function to complain to CSPAY of any disputes while using CSPAY's services. Depending on the result of CSPAY's investigation into the complaint, CSPAY may, in its sole discretion, decided to cancel a buyer's order, release a seller's virtual digital currency, freeze Members' account, lock Members' virtual digital currency, remove advertisements, ban transactions, ban the redemption of virtual digital currency, or any other measures CSPAY deems necessary. CSPAY shall have final say in the resolution of the complaint, and the Members shall have no objection.

In the event any Member engages in fraud or any other unlawful act and is being investigated by the police or other law enforcement or judicial agency, CSPAY will

provide transaction records and the personal information (including personal identification card, bank account information that is on record) of the accused to the police or other law enforcement or judicial agency.

Disclaimer

We provide our Service in current condition for your use, and CSPAY reserves the right to partially or completely modify the contents of the service at any time. CSPAY does not expressly, imply or legally warrant, assert or state any guarantee regarding, including but not limited to, quality, performance, non-infringement, merchantability, fitness for a particular purpose, or any guarantee deriving from the course of transaction, practices or industrial guides. Subject to the foregoing, to the fullest extent of applicable law, CSPAY does not guarantee that the Site, the Service and the content within the Service are accessible, non-interruptible, promptly provided, safe and reliable, correct, and complete. It also does not guarantee that any defects (if any) will be corrected, or the Site and the server is clear of any virus, bug, program lock, deadly device, Trojan Horse, routing, trap door, time bomb or any other malicious code, directive, program or component.

You shall have responsibility to ascertain whether the information you upload or publish is correct, and adopt pre-cautionary measures including backing-up the archive. CSPAY is not responsible for any damages resulting from your use or inability to use the Site or the Service, and bears no obligation of notification. In the event any mistake occurs while handling your transaction, CSPAY has the right to correct, remove, withdraw or delete the affected transaction, and CSPAY will not be held liable for any damages caused to you.

You understand CSPAY does not conduct prior review for content on the Site, and has no comprehensive control over member's activities on the Site; thus, you agree to use your own judgement and bear all risk regarding any content on the Site, including the correctness, completeness and practicality of such content. However, CSPAY has the discretion to remove any content violating the Terms or any content that causes displeasure in others. You acknowledge and agree that CSPAY has the right, to the extent reasonable and necessary, to preserve the content on the Site and disclose to the government authority, judicial police, custodian of minors and relevant members, for the following purposes:

1. At the request of applicable law or government authority
2. Necessary to provide the Service on the Site
3. Necessary to prevent others' rights from substantial impairment
4. To prevent users' and the public's life, body, freedom and rights from imminent danger
5. To determine liability in a transaction dispute, CSPAY is permitted to provide relevant transaction information
6. Other circumstances CSPAY deems necessary

CSPAY has the right to temporarily or permanently modify or terminate the Service on the Site (partially or completely), and shall not be held liable to you or any third party.

You acknowledge that, within the fullest extent provided by applicable law, you shall personally bear the risk related to using the Site, the Service, or its efficacy.

CSPAY has no control and in the fullest extent of applicable law, does not guarantee the matters set forth:

1. The purpose, existence, quality, safety or legality of virtual digital currency provided through the Site.
2. The capability of buyers to sell virtual digital currency, and sellers to make payment. You agree to bear the risk of dispute arising from using CSPAY, and hold CSPAY, and other relating parties harmless and indemnified regarding other claims, request or damages concerning such disputes.

CSPAY does not own or control any of the underlying software through which virtual digital currency are created and transacted, such as blockchain technology. CSPAY does not make any guarantee of the functionality, security or availability of such software or technology.

Although CSPAY uses commercially reasonable methods to provide exchange rate information to you through the Service, such information may differ from prevailing exchange rates made available by third parties. Moreover, the actual market rate at the time of your trade may be different from the indicated prevailing rate depending on the velocity of trading in the virtual digital currency involved in your trade. CSPAY hereby disclaims all responsibility for any loss or damage arising from or relating to price fluctuations, latencies or differences in actual versus indicated prevailing rates.

Non-investment advice

CSPAY may provide the prices, volatility, relevant news or other information about bitcoin or virtual digital currency. However, this should not be construed as investment advice but merely as an act of sharing information. You agree to not interpret the aforementioned data as investment advice.

Third party Content and Website

This website may provide content of a third party or links to other external links, which may link to websites operated or marketed by other businesses. However, this does not imply that CSPAY is associated with such businesses. CSPAY does not control and endorse or guarantee the accuracy and intactness of the contents of a third party and its websites. CSPAY is not responsible for the contents, privacy policies and practices of third-party websites. You shall bear any direct or indirect damages or losses arising out of your reliance on any content, product or services of such website or source, and CSPAY is not liable for such losses. CSPAY has no obligation to ensure that the links lead to completely risk-free websites. Sites other than this website may involve legal or other actual risks and you should take precautions to ensure that the website you opt to use is free of viruses, malicious programs, or other similar programs.

Safety Guarantee

You shall be mindful of not disclosing or allowing others to access or use your

account number and/or password. You shall also ensure that regardless of whether intentional or incidental, you do not disclose, provide your username and/or password to another person or cause such person to such use, and that you keep your account and password confidential. Please do not employ information that is easily distinguished, e.g., your birthday, telephone number, or other identifiable letters of your name as your account or password. It is your responsibility to notify CSPAY immediately if you deem your account and/or password is disclosed to others, lost or stolen.

Limitation of liability

Except as permitted by law, CSPAY shall not be liable for any damages, profit loss, revenue loss, business loss, opportunity loss, loss of data, indirect loss or loss of any other types resulting from any conduct of this website or CSPAY other than direct loss caused by CSPAY's gross negligence or willful act. In addition, CSPAY's liability to any individual member shall not exceed the fee charged to that member.

Links

CSPay Services and this Site contain links to other websites and online resources that CSPay does not own, control, authorize, endorse, sponsor, or make any representation or warranty and you agree to take precautionary measures and you understand that by using CSPay Services and this Site and accessing third-party links, you may be exposed to content that is offensive, harmful, inaccurate, misleading or otherwise inappropriate or that may otherwise violate applicable law or virus and malicious software or program. You acknowledge and agree that CSPay is not responsible or liable for:

the availability or accuracy of such websites or resources; or

the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement, ownership, control, authorization, sponsorship or representation or warranty by CSPay of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources. By using CSPay Services and this Site, you expressly release CSPay from any and all liability arising from your use of any third-party website or online resources. Accordingly, CSPay encourages you to be aware when you leave CSPay Services and this Site and to review the terms and conditions, privacy policies, and other governing documents of each website that you may visit.

You may deposit and withdraw through External Digital Currency Wallets. You acknowledge sole responsibility for and assume all risk arising from your use of any such External Digital Currency Wallets and you expressly release CSPay and its Affiliates from any and all liability arising from your use of any External Digital Currency Wallets.

Since CSPay does not support Digital Currency transactions generated from any smart contracts, including, without limitation, Initial Coin Offerings (ICOs), you acknowledge sole responsibility for and assume all risk arising from your use of any smart contracts and you expressly release CSPay from any and all liability

arising from your use of any smart contracts.

Taxation

Members acknowledge and agree that all tax liabilities associated with the sale of virtual digital currencies shall be borne by both the buyer and the seller in accordance with relevant laws, and CSPAY does not provide any law or tax advice. In addition, given that tax laws and regulations may be updated at any time, members shall immediately seek professional advice should he or she encounter any doubt. All tax related issues that you come across during transactions with CSPAY are dealt in accordance with relevant laws such as Tax Law of the Switzerland. At the request of the tax authorities, this website shall provide the information of this website's users or withhold taxes of same.

Indemnification

You shall be responsible for any litigation, incurred liability for compensation, litigation costs, requests for compensation and any direct or indirect loss of CSPAY resulting from your breaching of these Terms. You shall compensate all loss (attorneys' fees included) suffered by CSPAY and its shareholders, employees, agents, affiliates and co-manufacturers.

Miscellaneous

CSPAY may cease to provide relevant services in cases of force majeure, changes in the law or policies or other factors beyond CSPAY's control that result in CSPAY's failure to perform the services of this website.

Amendments

CSPAY reserves the right to amend or change the content of User Terms or to suspend or terminate the services of this website without prior notice at any time. We suggest you to be mindful of any amendments or changes to the User Terms, and should such changes be made, CSPAY shall post the changes on this website. The amended user terms published on this site replace the previous version once published on this site. It is assumed that you have read, understood and agreed to such amendments or changes should you continue to use this website or our services after any amendments or changes are made to the Terms.

Notice

You consent to CSPAY informing you of any notifications concerning the User Terms and any other agreements, announcements, or any issues regarding your use of the account or services of this website through electronic means, such as by e-mail, posting on this website or a partner's website or by wireless communication devices, etc. You agree the notice has been served on the day which this notice is transmitted through electronic means. CSPAY is not liable for any failure to receive such notice on the day of transmission that results from information transmission or other reasons.

Dispute Resolution

The validity, interpretation, application and dispute resolution of the Terms shall be governed by the laws of Switzerland and shall be construed in accordance with that law. Both parties agree to negotiate on the principle of good faith for

any disputes, controversies or disagreements arising from the use of this website or services or violation of the Terms on both parties. Both parties agree that the Switzerland Court shall be the court of first instance for any dispute resolution.

You and CSPAY may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class, representative, consolidated or multi-claimant proceeding.

Severability

If any provision of these Terms is deemed unlawful, void or unenforceable, then that provision shall be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions.

Waiver

Any delay or failure by CSPAY to enforce any of its rights shall not constitute a continuing waiver of such rights.

Entire agreement

These Terms and any policies or operating rules posted by CSPAY constitute the entire agreement and understanding between you and CSPAY, and supersede any prior agreements, communications and proposals, in any form, between you and CSPAY (including but not limited to any prior version of these Terms).

General Provisions

Modifications

CSPay reserves the right, at its sole discretion, to modify, discontinue or terminate CSPay Services and this Site or to modify these Terms of Use, at any time and without prior notice. By continuing to access or use CSPay Services and this Site after CSPay has posted a modification on the website of CSPay or have provided you with electronic notice of a modification, you are indicating that your agreement and express consent to be bound by the modified Terms of Use. You may also be asked to re-acknowledge and re-accept the Terms of Use following any material changes. If the modified Terms of Use are not acceptable to you, you must cease using CSPay Services and this Site immediately.

No Advice or Brokerage

CSPay does not provide any investment, financial, tax, or legal advice, or advice on trading techniques, models, algorithms, or any other schemes, nor does CSPay broker trades on your behalf. You are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance.

Assignment

Except as otherwise stated herein, you may not assign or transfer all or any part of your rights under these Terms of Use, by operation of law or otherwise, without CSPay's prior written consent. Any attempt by you to assign or transfer these Terms of Use, without such consent, will be null and of no effect. CSPay may assign or transfer these Terms of Use, at its sole discretion, without restriction. Subject to the foregoing, these Terms of Use will bind and inure to the benefit of the parties, their successors and permitted assigns.

No Waiver

No failure or delay of CSPay to require performance by you of any provision of these Terms of Use shall in any way adversely affect CSPay's right to require full performance of such provision after that. No waiver by CSPay of a breach of any provision of these Terms of Use shall be considered to be a waiver by CSPay of any succeeding breach of such provision.

Change of Control

In the event that CSPay is acquired by or merged with a third party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control.

Survival

All provisions of these Terms of Use which by their nature extend beyond the expiration or termination of these Terms of Use, including, without limitation, sections pertaining to suspension or termination, CSPay Account cancellation, debts owed to CSPay, general use of the CSPay Services and this Site, and general provisions, shall survive the termination or expiration of these Terms of Use.

Force Majeure

CSPay shall not be liable for delays, failure in performance or interruption of CSPay Services, this Site, or Content which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, DOS (denial-of-services) attacks, rapid fluctuation of price of any given supported Digital Currency, other catastrophe or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions. Without limiting the generality of the foregoing, CSPay shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses, spyware, Trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack.

Language

The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English. In case of any discrepancy, the English version shall prevail.

If you have any question or comment on these Terms, or if you are aware of any violation of these Terms by CSPAY's affiliates, please contact CSPAY at: support@CSPAY.io.

Changes to the Terms and Conditions of Use

We may update this Term and Conditions of Use from time to time. If we make significant changes we will let you know but please regularly check this Terms & Conditions of Use to ensure you are aware of the most updated version.

This Terms and Conditions of Use was last updated on 4 June 2019.